

REMARKS

Status of the Claims

Claims 1-45 are now present in this application. Claims 1, 17, 20, 36, and 44 are independent. Claims 36-44 are withdrawn.

Claims 1, 17, 20, and 45 have been amended. Reconsideration of this application, as amended, is respectfully requested.

Priority Under 35 U.S.C. § 119

The Examiner has NOT acknowledged Applicant's claim for foreign priority under 35 U.S.C. § 119, and receipt of the certified priority document. **Acknowledgment thereof by the Examiner in the next Office Action is respectfully requested.**

Rejection Under 35 U.S.C. § 112, 1st Paragraph (Written Description)

Claim 45 stands rejected under 35 U.S.C. § 112, 1st Paragraph. This rejection is respectfully traversed.

In rejecting claim 45, the Examiner indicates that there is no support for “one changed version.”

The full context of the phrase “one changed version” was recited as “a plurality of license information...are assigned to at least one changed version of at least one respective content in the collective content.”

A basis for new claim 45 was the disclosure of the first embodiment with respect to new content created as a result of editing partial content. In particular, in the second paragraph from the end of the description of the first embodiment, the specification states:

“Data format may be converted when creating a new content from partial content...For example, when the partial content is audio data, the original data format AAC may be converted to MP3, or the audio data bit rate may be reduced, or dynamic image data may be re-encoded.”

Also, the specification points out a problem in prior art approaches, in which:

[0013]

“it was not possible in either case of the Patent Documents 1 and 2, when editing contents with respective different use conditions to make up a new content, to assign to parts constituting the new content the original use conditions corresponding to each of the parts.”

Applicants had intended a one-to-one relationship between “license information” and “partial content,” and “license information” and changed version of partial content. Applicants have amended claim 45 in order to clarify the intended relationship. Applicants respectfully submit that the claims, as amended, comply with the enablement and written description requirements of 35 U.S.C. § 112, first paragraph. Accordingly, reconsideration and withdrawal of this rejection are respectfully requested.

Rejections under 35 U.S.C. §103

Claims 1-13, 15, 17-32, 34, and 45 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Application Publication 2005/0080746 (Zhu) in view of U.S. Application Publication 2004/0143760 (Alkove). Further, claims 14, 16, 33, and 35 stand rejected under 35 U.S.C. § 103 as being unpatentable over Zhu taken together with Alkove and further in view of U.S. Application Publication 2002/0056747 (Matsuyama). These rejections are respectfully traversed.

Complete discussions of the Examiner's rejections are set forth in the Office Action, and are not being repeated here.

“partial content” and “partial license”

With regard to Zhu, the Examiner alleges that: “A person of ordinary skill in the art would recognize that partial content is equivalent to and refers to a partial license for one or more data streams since in computer field software and application are generally described in terms of licenses or content.” (Office Action at page 4, paragraph 8). Based on this statement, it appears that the Examiner has misinterpreted the claimed term “partial content” as though “content” and “license” are interchangeable terms, i.e., provided that software may be “licensed software.”

The Patent and Trademark Office ("PTO") determines the scope of claims in patent applications not solely on the basis of the claim language, but upon giving claims their broadest reasonable construction "in light of the specification as it would be interpreted by one of ordinary skill in the art." In re Am. Acad. of Sci. Tech. Ctr., 367 F.3d 1359, 1364[, 70 USPQ2d 1827] (Fed. Cir. 2004). Indeed, the rules of the PTO require that application claims must "conform to the invention as set forth in the remainder of the specification and the terms and phrases used in the claims must find clear support or antecedent basis in the description so that the

meaning of the terms in the claims may be ascertainable by reference to the description." **37 CFR 1.75(d)(1)**. [Emphasis added]

Applicants submit that one of ordinary skill in the art would understand, based on the disclosure in the present specification, that "partial content" and "partial license" pertain to two entities, and do not mean a single entity "license" or "content," for example, "licensed software."

As disclosed in the present specification:

"Recent rapid development of networks including Internet has brought about circulations of various contents (hereinafter, represented by contents) such as music, images, videos, and software (application programs) via the network, digital broadcast network, etc." (paragraph [0002]). [Emphasis added]

Further as disclosed in the present specification:

"In relation to the content use control, Patent Document 1, for example, discloses a content use control device. The content use control device performs use control of a content provided from an authorized information providing source to the user and includes use unit to which is imparted identification information about a physical element making up the use unit itself and use control unit that controls use of the content based on the identification information imparted to the use unit and on permission information about use of the content, with a recording medium having thereon recorded the permission information associated with the content. The use control unit controls use of the content based on the permission information acquired from the recording medium and on the identification information. When use is permitted, the use unit acquires a content from the recording medium for subsequent use of the content.

Referring to Fig. 32, description will now be made of the conventional relationship between the content and the license disclosed in the Patent Document 1.

Fig. 32 is a diagram explaining the conventional relationship between the content and the permission information (license information)."

(paragraphs [0004], [0005]) [Emphasis added]

Furthermore, the present specification defines "license information":

"As used herein, the license information contains use conditions of a content, the use conditions including, e.g., any one or more of copy restriction information for restricting copy of a content, print restriction information for restricting print, time limit for use information, resolution restriction information for restricting resolution conversion, and number-of-colors restriction information for restricting

the number of colors. The license information is individually set up for each of contents.”

Therefore, provided the disclosure in the present specification, a person of ordinary skill in the art would recognize that partial content and partial license do not have an equivalent meaning.

Clarification of intended interpretation

It may not be clear that the claimed license generating unit integrates the partial content itself, separately from license information, and collects license information that has been obtained from the partial content use condition field to generate a single license information.

Thus, the independent claims have been amended in order to clarify that content is controlled such that a plurality of “partial contents” are integrated into a “collective content” without license information, and that a “single license information” is generated by collecting “assigned license information.”

Applicants submit that Zhu and Alkove, either alone or in combination, fail to disclose the claimed elements as amended. Applicants request that the rejection be reconsidered and withdrawn.

The combination of Zhu and Alkove does not result in the claimed invention

In an alternative argument, the Examiner alleges that “Alkove discloses the use of partial content,” and that it would have been obvious to modify Zhu to aggregate partial content into a collective content separately licensed. (Office Action at page 4, paragraph 9). Applicants disagree.

Zhu explicitly discloses “partial license” and “formal license.” Zhu discloses that only a formal license can be used by the DRM module. For example, Zhu describes generation of a formal license for content (Fig. 3, 302), and receiving a request to play content (Fig. 4, step 402). Furthermore, Zhu discloses that by dividing and storing partial licenses on different license authorities, an attacker has to compromise a number of license authorities.

Applicants submit that Zhu does not teach a correspondence between partial license and partial content. Instead, Zhu particularly teaches away from a one-to-one correspondence between partial license and partial content in order to require an attacker to attack a number of license authorities.

In the alternative, Applicants submit that even if Zhu can be interpreted as though content is partial content, the formal license would only apply to the partial content. Zhu does not teach the present invention, which enables various arbitrary combinations of partial content, and generation of a single license from license information for the respective partial content making up the combined content. In other words, Zhu only teaches a single formal license for a single content (or partial content). Zhu does not teach, for example, integrating partial contents and/or integrating formal licenses.

For at least these reasons, Applicants request that the rejection be reconsidered and withdrawn.

Claims 10, 29

With respect to claims 10 and 29, the Examiner alleges that Zhu teaches obtaining collective content by multiplexing partial contents. However, Zhu merely discloses that the content player may output a variety of content (para. [0038]). Applicants submit that Zhu does not disclose obtaining collective content by multiplexing partial contents.

Claims 11, 30

With respect to claims 11 and 30, the Examiner alleges that Alkove discloses the claimed feature of wherein partial content is an mpeg-2 elementary stream. However, Alkove discloses a proprietary format of Advanced Streaming Format. Applicants submit that Alkove does not disclose partial content as being an mpeg-2 elementary stream.

Claims 7, 26

In the rejection of claim 1, the Examiner asserts that the claimed partial content is equivalent to the partial license of Zhu. Claim 7 recites outputting license information and collective content associated therewith to different recording regions of the recording medium. Applicants submit that since claim 7 requires separate outputting of collective content and license information, the Examiner's assertion that partial content is equivalent to partial licenses is in error. Furthermore, Applicants submit that Zhu fails to teach storing license information in different recording regions. This deficiency applies as well to claim 26.

For at least these additional reasons, Applicants submit that the rejection fails to establish *prima facie* anticipation at least with respect to claims 7, 10, 11, 26, 29, and 30.

Additional Cited References

Since the remaining references cited by the Examiner have not been utilized to reject the claims, but have merely been cited to show the state of the art, no comment need be made with respect thereto.

Conclusion

All of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicants therefore respectfully request that the Examiner reconsider all presently outstanding rejections and that they be withdrawn. It is believed that a full and complete response has been made to the outstanding Office Action, and as such, the present application is in condition for allowance.

In view of the above amendment, Applicant believes the pending application is in condition for allowance.

Should there be any outstanding matters that need to be resolved in the present application, the Examiner is respectfully requested to contact **Robert W. Downs**, Registration No. 48222 at the telephone number of the undersigned below to conduct an interview in an effort to expedite prosecution in connection with the present application.

If necessary, the Director is hereby authorized in this, concurrent, and future replies to charge any fees required during the pendency of the above-identified application or credit any overpayment to Deposit Account No. 02-2448.

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Respectfully submitted,

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